

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400559

**PRINT DATE:** 08/08/16

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

STANDARD FUSEE CORPORATION  
DBA ORION SAFETY PRODUCTS  
PO BOX 1047  
EASTON, MD 21601  
(410 )822-0318

### REFER QUESTIONS TO:

IRIS LESTER BELL  
(410 )767-4612  
IRIS.LESTER@MARYLAND.GOV

**ITB:** 001IT820188

**EXPR DATE:** 06/30/17  
**POST DATE:** 06/20/16

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

### STATEWIDE CONTRACT FOR SAFETY FLARES

CONTRACT TERM: FROM DATE OF AWARD TO JUNE 30, 2017 (1 YR)

THIS CONTRACT IS SUBJECT TO ALL THE TERMS AND CONDITIONS IN SOLICITATION 001IT820188/MDDGS31025062)

AGENCY CONTACT: KENNY HARRISON (410)822-7759  
EMAIL ADDRESS: KENNY@ORIONSIGNALS.COM

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS WITH THE SAME TERMS AND CONDITIONS.

THIS IS A REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND WITH THEIR NEED FOR THE FOLLOWING ITEM FOR THE CONTRACT PERIOD SPECIFIED ABOVE.

QUANTITIES ARE ESTIMATED AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF ALL AUTHORIZED AGENCIES AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE GIVEN.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS

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### **TERMS (cont'd):**

NEEDED" BASIS.

DELIVERY MUST BE MADE WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF USING AGENCIES' ORDERS. FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

PRICES ARE TO BE NET, DELIVERED F.O.B. DESTINATION ANY AUTHORIZED AGENCY WITHIN THE STATE OF MARYLAND. NO TERMS, OTHER THAN THE AGENCY'S TAKING TITLE AND OWNERSHIP UPON DELIVERY F.O.B. DESTINATION, SHALL BE ACCEPTABLE.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD.

THERE IS A MINIMUM OF THREE (3) CASES PER ORDER.

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HERE-IN.

PURCHASIND CARD: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THE CONTRACT. (AT THE PRESENT TIME, THE PROCUREMENT OFFICERS' CARD LIMITATION ARE \$2,500.00).

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING PURCHASES OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NO., THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY ID, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTIONS TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	55020-B3036X	CS	52.2900	
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FUSES (SAFETY FLARES) TYPE "B" THIRTY MINUTE RATING, INCLUDING A WIRE STAND. THIRTY-SIX (36) PER CASE. THE FLARES WILL BE IN ACCORDANCE WITH SPECIFICATION ATTACHED.

BRAND OFFERED \_\_\_\_\_ STOCK # \_\_\_\_\_

A MATERIAL SAFETY DATA SHEET MUST BE PROVIDED FOR EACH ITEM WITH EACH SHIPMENT IN ACCORDANCE WITH STATE LAW, CODE OF MARYLAND REGULATIONS

SAMPLES ARE REQUIRED BEFORE BID OPENING.

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER (BASIS FOR AWARD).

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

### PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE EMM ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

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### TERMS (cont'd):

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UPTO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUYER AUTHORIZED DESIGNEE**